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ATTORNEY FOR PLAINTIFFS

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

Thomas Roman, Caanan Himes, Chasity)	Case No.:
Muse-Palumbo, Dwayne Pugh, Sergio)	
Mercado, Shawn Lenahan, Alejandro)	COMPLAINT
Montoya, Lavern Robinson, Jason Wallace,)	
Jamiel Frazier, Ronald Sayles &)	JURY TRIAL REQUESTED
Martha Morse)	
)	
Plaintiffs,)	
)	
vs.)	
)	
Commonwealth Financial Systems, Inc.,)	
)	
Defendant)	
)	

Plaintiffs Thomas Roman, Ashley Roman, Caanan Himes, Chasity Muse-Palumbo, Dwayne Pugh, Sergio Mercado, Shawn Lenahan, Alejandro Montoya, Lavern Robinson, Jason Wallace, Jamiel Frazier & Martha Morse on behalf of himself (hereinafter collectively as “Plaintiffs”), by and through her undersigned attorney, alleges against the Defendant, Commonwealth Financial Systems, Inc. (hereinafter “Defendant” or “CFS”) as follows:

PRELIMINARY STATEMENT

1. This group action seeking damages out of Defendant’s failure to abide by the dictates of the Fair Debt Collection Practices Act (hereinafter “FDCPA”), 15 U.S.C. § 1692, *et seq.*, as well various state law claims for breach of contract. Defendants have engaged in a repeated

1 behavioral pattern of settling pre-litigation FDCPA claims without full performance on said
2 settlements on their end. Defendants have entered into binding settlement agreements with all
3 (12) Plaintiffs in return for a full and complete release and waiver of claims by the Plaintiffs. All
4 (12) Plaintiffs had engaged the Law Offices of Michael Lupolover, P.C. (hereinafter "LOML"), a
5 New Jersey based national consumer law firm, to handle various issues surrounding compliance
6 with the FDCPA. All (12) Plaintiffs have furnished fully executed releases to Defendant at
7 various time periods. Defendant, through their representative Matthew Healey (hereinafter
8 "Healey"), affirmed and with respect to many Plaintiffs reaffirmed the settlements. To date, no
9 monies have been furnished by Defendant.
10

11 2. In addition to the state law claims of breach of contract, Plaintiff has violated the FDCPA
12 with respect to Plaintiff Thomas Roman, via the sending of a debt collection letter dated
13 November 12, 2014, on an account that was discharged in bankruptcy. Defendant had actual
14 notice that the account subject to the collection attempt as Plaintiff Roman, through LOML, had
15 settled a pre-litigation matter in which the bankruptcy discharged account was also the subject of
16 a prior collection attempt in November of 2013. Not coincidentally, Defendant has failed to
17 perform on that settlement agreement as well, and same is the subject of one of the counts in the
18 instant matter.
19
20

21 JURISDICTION AND VENUE

22

23 3. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 15 U.S.C.
24 §1692k (d) and supplemental jurisdiction exists for the state law claims pursuant to 28 U.S.C. §
25 1367.
26

27 4. Venue is proper in this district under 28 U.S.C § 1391(b).
28

PARTIES

5. Plaintiff, Thomas Roman, is a natural person who at all relevant times has resided in the city of Kingston, Luzerne County, State of Pennsylvania, and is a “consumer” as defined by 15 U.S.C. § 1692a (3).

6. Plaintiff, Canaan Himes, is a natural person who at all relevant times has resided in the city of York, York County, State of Pennsylvania.

7. Plaintiff, Chasity Muse-Palumbo, is a natural person who at all relevant times has resided in the city of Fort Lauderdale, Broward County, State of Florida.

8. Plaintiff, Dwayne Pugh, is a natural person who at all relevant times has resided in the city of Neptune, Monmouth County, State of New Jersey.

9. Plaintiff, Sergio Mercado, is a natural person who at all relevant times has resided in the city of Keansburg, Monmouth County, State of New Jersey.

10. Plaintiff, Shawn Lenahan, is a natural person who at all relevant times has resided in the city of Middletown, Monmouth County, State of New Jersey.

11. Plaintiff, Alejandro Montoya, is a natural person who at all relevant times has resided in the city of Marshall, Harrison County, State of Texas.

12. Plaintiff, Lavern Robinson, is a natural person who at all relevant times has resided in the city of Stamford, Fairfield County, State of Connecticut.

13. Plaintiff, Jason Wallace, is a natural person who at all relevant times has resided in the city of Union, Union County, State of New Jersey.

14. Plaintiff, Jamiel Frazier, is a natural person who at all relevant times has resided in the city of Rahway, Union County, State of New Jersey.

15. Plaintiff, Ronald Sayles, is a natural person who at all relevant times has resided in the city of Ridgeland, Madson County, State of Mississippi.

16. Plaintiff, Martha Morse, is a natural person who at all relevant times has resided in the city of Warren, Somerset County, State of New Jersey.

17. Defendant is a corporation doing business in the State of Pennsylvania, with its corporate mailing address as 245 Main Street, Dickson City, PA 18519, and is a “debt collector” as defined by 15 U.S.C § 1692a(6).

FACTUAL STATEMENT

As to Plaintiff Caanan Himes

18. In late 2013, LOML sent a demand letter to Defendant for Plaintiff Caanan Himes. In November of 2013, LOML Attorney DPF took the file over from a recently departed attorney. DPF sent Defendant an email on November 12, 2013, inquiring as to the status of the cases. In late November of 2013, DPF and Defendant agent Healey settled the Caanan Himes file telephonically with, *inter alia*, a cash payout of \$3,000.00. An email was sent to Defendant attaching a copy of the client executed release shortly thereafter. This email transmission, along with the original client executed release, cannot be located.

19. As such, a second release was executed by Himes and a copy of the client executed release sent to Defendant via email on June 27, 2014. To date, Defendant has not objected to the release, in form or substance, but has failed to provide an executed copy for Plaintiff’s records. A copy of the executed release as well as the transmission email is attached hereto marked “**Exhibit A.**”

As to All Plaintiffs

20. Beginning in December of 2013, Defendant and LOML, via their representation of various post and pre-litigation plaintiffs, inclusive of but not limited to all plaintiffs named in the

1 herein complaint, began on a course of numerous communications which led to the “settlement”
2 of many claims across many plaintiffs. Defendant, chiefly through representative Healey, and
3 LOML settled out at least 12 files with different individuals, all having claims rooted in federal
4 consumer law, specifically the FDCPA.

5 21. Upon information and belief, Defendant had no intentions of ever paying out on any of
6 the settlements, and in fact, to date Defendant has never paid a client of LOML on a settlement
7 wherein the underlying claims did not sit as an active, open court case, in a United States District
8 Court.
9

10 22. Upon information and belief, Defendant intended to settle out cases in an effort to buy
11 themselves time, and possibly contemplating that none of the Plaintiffs would ever file suit to
12 recover the settlement sums due and owing.
13

14 *As to Plaintiffs Thomas & Ashley Roman*

15 23. On December 2, 2013, LOML attorney David P. Force, Esq. (hereinafter “DPF”) sent a
16 demand letter to Defendant outlining violations of the FDCPA with respect to Defendant’s
17 illegal collection efforts on a debt that was extinguished in the bankruptcy proceedings of
18 Thomas & Ashley Roman. Multiple messages were left by DPF for Healey that communicated a
19 settlement offer of \$4,000.00. Healey eventually accepted the settlement offer of \$4,000.00 and
20 confirmed same via electronic mail. A copy of the email chain detailing the sending of the
21 demand up to and including confirmation of a settlement at \$4,000.00 with respect to both
22 Thomas and Ashley Roman collectively, is attached hereto marked “**Exhibit B.**”
23

24 24. On February 14, 2014, a copy of the client executed release was sent to Defendant via
25 electronic mail. To date, Defendant has not objected to the release, in form or substance, but has
26 failed to provide an executed copy for Plaintiffs’ records. A copy of the executed release as well
27 as the transmission email is attached hereto marked “**Exhibit C.**”
28

1 25. In early November of 2014, Plaintiff Thomas Roman received another collection letter
2 from Defendant. This collection letter was an attempt to collect on the same debt that was the
3 subject of the first settlement agreement between Thomas & Ashley Roman & Commonwealth
4 Financial Systems, Inc., back in November of 2013. This letter sought to collect a debt from
5 Plaintiff Thomas Roman that was not legally due and owing due to the discharge of the debt in
6 Thomas Roman's bankruptcy. A settlement agreement was entered into between the parties
7 which waived claims from the date of the settlement, back. While Defendant has failed to
8 perform on the November 2013 settlement, Plaintiff has performed, and Defendant's failures do
9 not render the settlement void.
10

11 26. A copy of the collection letter sent by Defendant, to Plaintiff, in October of 2013, and
12 subject to the November 2013 settlement and a debt that was discharged in bankruptcy, is
13 attached hereto marked "**Exhibit D.**" A copy of the November 2014 collection letter, an attempt
14 to collect on the same debt subject to the November 2013 settlement and a debt that was
15 discharged in bankruptcy, is attached hereto marked "**Exhibit E.**"
16

17
18 *As to Plaintiff Chasity Muse Palumbo*

19 27. On February 22, 2014, DPF sent Defendant an email attaching a demand letter detailing
20 the federal consumer law claims for client Chasity Muse-Palumbo (hereinafter "Palumbo").
21 Through the exchange of numerous emails, the contents of which are offers and counteroffers
22 regarding the amount of the cash payout in the settlement, a settlement was reached at a cash
23 payout of \$3,000.00.
24

25 28. The email exchange from date of sending out of the demand letter by DPF on February
26 22, 2014, to date of settlement on or about April 7, 2014, is attached hereto marked "**Exhibit F.**"

27 29. To date, Defendant has not objected to the release, in form or substance, but has failed to
28 provide an executed copy for Plaintiffs' records. The client executed release was sent via

1 electronic mail to Defendant on May 1, 2014. A copy of the transmission email and the client
2 executed release is attached hereto marked "**Exhibit G.**"

3 *As to Plaintiffs Jamiel Frazier & Jason Wallace*

4 30. In or around late May of 2014, LOML Attorney Mathew Sheffield (hereinafter "MS")
5 sent (2) separate demand letters to Defendant for Plaintiffs Jamiel Frazier and Jason Wallace.
6 These demands outlined allegations of violations of the FDCPA.

7
8 31. In numerous email exchanges between Healey and MS, both files were settled. Plaintiff
9 Jamiel Frazier was to receive a cash payout of \$2,500.00. Plaintiff Jason Wallace was to receive
10 a cash payout of \$1,500.00, as well as cancellation of debt of approximately \$1,127.00. The
11 email exchanges detailing the settlements with respect to both Plaintiffs is attached hereto
12 marked "**Exhibit H.**"

13
14 32. MS sent Healey, agent for Defendant, copies of the proposed releases in both matters.
15 Healey confirmed receipt and advised the form and substance of the releases were "Both good."
16 The email exchange between MS and Healey detailing the above is attached hereto marked
17 "**Exhibit I.**"

18
19 33. In separate emails on June 19, 2014 and June 20, 2014, MS sent copies of the client
20 executed, Defendant agent Healey approved, releases. A copy of the transmission emails and
21 client executed releases are attached hereto marked "**Exhibit J.**"

22
23 *As to Plaintiff Ronald Sayles*

24 34. Peter Leiner, Esq. (hereinafter "PL"), co-counsel to LOML on Plaintiff Ronald file, sent
25 Defendant a demand letter in early July of 2013, outlining various violations of consumer related
26 law.
27
28

1 35. In numerous email exchanges between Healey and PL, the file was settled on July 21,
2 2014. Plaintiff Ronald Sayles was to receive a cash payout of \$2,000.00, and cancelation of debt
3 of approximately \$500.00. The email exchange detailing the settlement with respect to Plaintiff
4 Ronald Sayles, as well as providing a release for Defendant, is attached hereto marked "**Exhibit**
5 **K.**"

6
7 36. Defendant has not to date, objected to the form or substance of the release provided, yet
8 has failed to provide Plaintiff with an executed copy for their records. As Defendant had failed
9 to execute the release timely, LOML provided a client executed copy of the release on October 1,
10 2014. A copy of the email transmission and client executed release are attached hereto marked
11 "**Exhibit L.**"

12
13 *As to All Plaintiffs*

14 37. On July 18, 2014, DPF sent Healey, agent for Defendant, an email attaching (2) more
15 demand letters, those of Alejandro Montoya and Lavern Robinson. In reply to this email,
16 Healey, agent for Defendant advised that "I will get the checks out next week." For all intents
17 and purposes, Healy reaffirmed that valid agreements were in place for all the Plaintiffs
18 discussed above. A copy of the email exchange is attached hereto marked "**Exhibit M.**"

19
20 38. In an email correspondence between DPF and Healey on July 21, 2014, Healey advised
21 he would contact LOML to resolve all outstanding issues the next day, July 22, 2014. This call
22 was never made. The email exchange is attached hereto marked "**Exhibit N.**"

23
24 39. On July 23, 2014, with DPF having sent over for review the additional demand letters of
25 Plaintiffs Dwayne Pugh, Sergio Mercado, Shawn Lenahan, Martha Morse, Alejandro Montoya
26 as well as Lorenzo Pettway and Edward & Melody Bernard, the latter (3) not being Plaintiffs
27 herein, and not having received any of the settlement checks with respect to Ashley & Thomas
28 Roman, Chasity Muse-Palumbo, Caanan Himes, Ronald Sayles, Jamiel Frazier nor Jason

Wallace, sent a letter to Scott Best, Esq., counsel for Defendant on an unrelated matter, and Healey, detailing the settled accounts as well as the outstanding issues LOML clients had with Defendant. The letter is dated July 7, 2014, yet was sent July 23, 2014. A copy of that letter is attached hereto marked “**Exhibit O.**” In this email exchange of July 23, 2014, Healy once again advised that the outstanding checks would be “out by month’s end,” and agreed to speak on the outstanding issues that day. The full email exchange is attached hereto marked “**Exhibit P.**”

40. During the course of the July 23, 2014 telephonic settlement conference between DPF and Healey, agent for Defendant, the matters of Dwayne Pugh, Sergio Mercado, Shawn Lenahan, Martha Morse & Alejandro Montoya were settled out. All Plaintiffs were to receive cancelation of debt and other than Montoya, who was to receive \$1,100.00, the remaining Plaintiffs were to receive cash payouts of \$2,250.00.

41. An email was sent to Healey, by DPF, on June 24, 2014, affirming the settlements with corresponding amounts. A copy of that email is attached hereto marked “**Exhibit Q.**”

42. On August 1, 2014, LOML sent Defendant a client executed copy of the release in the matter of Shawn Lenahan. To date, Defendant has not objected to the release, in form or substance, but has failed to return a fully executed copy for Plaintiff’s records. A copy of the email transmission and client executed release is attached hereto marked “**Exhibit R.**”

43. On August 8, 2014, LOML sent Defendant a client executed copy of the release in the matter of Lavern Robinson. To date, Defendant has not objected to the release, in form or substance, but has failed to return a fully executed copy for Plaintiff’s records. A copy of the email transmission and client executed release is attached hereto marked “**Exhibit S.**”

44. On August 14, 2014, LOML sent Defendant a client executed copy of the release in the matter of Alejandro Montoya. To date, Defendant has not objected to the release, in form or

1 substance, but has failed to return a fully executed copy for Plaintiff's records. A copy of the
2 email transmission and client executed release is attached hereto marked "**Exhibit T.**"

3 45. On August 15, 2014, LOML sent Defendant a client executed copy of the release in the
4 matter of Sergio Mercado. To date, Defendant has not objected to the release, in form or
5 substance, but has failed to return a fully executed copy for Plaintiff's records. A copy of the
6 email transmission and client executed release is attached hereto marked "**Exhibit U.**"

7 46. On September 8, 2014, LOML sent Defendant a client executed copy of the release in the
8 matter of Martha Morse. To date, Defendant has not objected to the release, in form or
9 substance, but has failed to return a fully executed copy for Plaintiff's records. A copy of the
10 email transmission and client executed release is attached hereto marked "**Exhibit V.**"

11 47. On October 13, 2014, LOML sent Defendant a client executed copy of the release in the
12 matter of Dwayne Pugh. To date, Defendant has not objected to the release, in form or
13 substance, but has failed to return a fully executed copy for Plaintiff's records. A copy of the
14 email transmission and client executed release is attached hereto marked "**Exhibit W.**"

15 48. To date, and after numerous assurances that the outstanding checks in these matters
16 would be forwarded, Defendant has failed to perform on their obligations under the settlement
17 contracts.
18
19
20

21 **COUNT I**
22 **VIOLATION OF THE FAIR DEBT COLLECTIONS PRACTICES ACT**
23 **15 U.S.C. § 1692, et seq.**

24 *(As to Plaintiff Thomas Roman)*

25 49. Plaintiffs repeat the allegations contained in paragraphs 1 through 37 and incorporate
26 them as if set forth at length herein.
27
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1 50. In late November of 2014, Plaintiff Thomas Roman received a letter from Defendant.
2 The letter was dated November 12, 2014. The letter was an attempt to collect on an alleged debt
3 due and owing, and offered a settlement amount on the total alleged outstanding balance. See
4 **Exhibit E.**

5 51. Pursuant to the letter, the alleged debt originated with CITIBANK NA, had a balance of
6 \$3,388.41 and the current creditor Jumpstart Capital Management, LLC.

7
8 52. Pursuant to the letter, (2) separate offers were made to Plaintiff. The first being 50% off
9 the total balance, payable in one payment. The second being 40% off the total balance, payable
10 in (6) equal monthly installment payments.

11 53. In the (4) years preceding the letter Plaintiff had not made any payments on the subject
12 account. According to Pennsylvania state law, which has a (4) year statute of limitations on this
13 type of debt, Jumpstart Capital Management, LLC was not legally entitled to utilize the Courts to
14 prosecute the civil matter as the debt was outside the applicable statute of limitations.
15

16 54. The November 12, 2014 letter did not state that due to the expiration of the statute of
17 limitations, that Jumpstart Capital Management, LLC nor Commonwealth Financial Systems,
18 LLC, nor any other entity could prosecute the case in a Court of law as the debt was outside the
19 applicable statute of limitations for such a lawsuit.
20

21 55. Accordingly, Defendant has engaged in deceptive collections practices, and this omission
22 is a violation of the FDCPA.

23 56. Inasmuch as Defendant's omission is violative of the FDCPA, Defendant did not have
24 the legal right to collect on the debt in any form. The sending of the letter, a collection attempt,
25 was violative of the FDCPA as it mischaracterized the legal nature and character of the debt as
26 one that was able to be legally collected on when this was not the case.
27
28

1 57. This debt was discharged in Plaintiff Thomas Roman's bankruptcy proceedings.
2 Defendant had actual knowledge that, for all intents and purposes, this debt was not able to be
3 lawfully collected on as this same debt was the subject of a separate, and since settled, FDCPA
4 claim by Plaintiffs Thomas and Ashley Roman back in November of 2013. It was
5 communicated by Plaintiffs Thomas and Ashley Roman, via counsel LOML, the debt was
6 extinguished in bankruptcy.
7

8 58. Defendant's acts and omissions are violative of 15 U.S.C. § 1692(e) and 15 U.S.C. §
9 1692(e)(2)(A)

10 59. Plaintiff has been damaged and is entitled to relief.
11

12 **COUNT II**
BREACH OF CONTRACT

13 *As to Plaintiffs Thomas & Ashley Roman*

14 60. Plaintiff repeats the allegations contained in paragraphs 1 through 48 and incorporates
15 them as if set forth at length herein.

16 61. A settlement agreement is in essence a contract, and the validity and enforceability of a
17 settlement agreement will be decided within the scope of whether the elements of a valid
18 contract are present.
19

20 62. Thomas Roman and Defendant entered into a legally binding settlement agreement on
21 December 4, 2013, with Defendant receiving a release of all claims, known or unknown, from
22 date of settlement back, in exchange for \$4,000.00. **See Exhibit B.**

23 63. A client executed release was provided to Defendant. To date, Defendant has not
24 objected to the form or substance of the release. Defendant has failed in their obligation to
25 render payment of the monies due and owing under the settlement agreement and has thus
26 breached the settlement agreement. **See Exhibit C.**
27
28

1 64. Plaintiff has been damaged and is entitled to relief.

2 **COUNT III**
3 **BREACH OF CONTRACT**

4 *As to Plaintiff Chasity Muse Palumbo*

5 65. Plaintiffs repeat the allegations contained in paragraphs 1 through 53 and incorporates
6 them as if set forth at length herein.

7 66. A settlement agreement is in essence a contract, and the validity and enforceability of a
8 settlement agreement will be decided within the scope of whether the elements of a valid
9 contract are present.

10 67. Palumbo and Defendant entered into a legally binding settlement agreement on April 7,
11 2014, with Defendant receiving a release of all claims, known or unknown, from date of
12 settlement back, in exchange for \$4,000.00. **See Exhibit F.**

13 68. A client executed release was provided to Defendant. To date, Defendant has not
14 objected to the form or substance of the release. Defendant has failed in their obligation to
15 render payment of the monies due and owing under the settlement agreement and has thus
16 breached the settlement agreement.

17 69. Plaintiff has been damaged and is entitled to relief.

18 **COUNT IV**
19 **BREACH OF CONTRACT**

20 *As to Plaintiff Jamiel Frazier*

21 70. Plaintiffs repeat the allegations contained in paragraphs 1 through 58 and incorporates
22 them as if set forth at length herein.

23 71. A settlement agreement is in essence a contract, and the validity and enforceability of a
24 settlement agreement will be decided within the scope of whether the elements of a valid
25 contract are present.
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1 72. Jamiel Frazier and Defendant entered into a legally binding settlement agreement on June
2 3, 2014, with Defendant receiving a release of all claims known or unknown, from date of
3 settlement back in exchange for, *inter alia*, a cash payout of \$2,500.00. **See Exhibit H.**

4 73. A client executed release was provided to Defendant. To date, Defendant has not
5 objected to the form or substance of the release. Defendant has failed in their obligation to
6 render payment of the monies due and owing under the settlement agreement and has thus
7 breached the settlement agreement.
8

9 74. Plaintiff has been damaged and is entitled to relief.

10 **COUNT V**
11 **BREACH OF CONTRACT**

12 *As to Plaintiff Jason Wallace*

13 75. Plaintiffs repeat the allegations contained in paragraphs 1 through 63 and incorporates
14 them as if set forth at length herein.

15 76. A settlement agreement is in essence a contract, and the validity and enforceability of a
16 settlement agreement will be decided within the scope of whether the elements of a valid
17 contract are present.
18

19 77. Jason Wallace and Defendant entered into a legally binding settlement agreement on June
20 3, 2014, with Defendant receiving a release of all claims, known or unknown, from date of
21 settlement back, in exchange for \$1,500.00 and cancellation of debt. **See Exhibit H.**

22 78. A client executed release was provided to Defendant. To date, Defendant has not
23 objected to the form or substance of the release. Defendant has failed in their obligation to
24 render payment of the monies due and owing under the settlement agreement and has thus
25 breached the settlement agreement.
26

27 79. Plaintiff has been damaged and is entitled to relief.
28

COUNT VI
BREACH OF CONTRACT

As to Plaintiff Ronald Sayles

80. Plaintiffs repeat the allegations contained in paragraphs 1 through 69 and incorporates them as if set forth at length herein.

81. A settlement agreement is in essence a contract, and the validity and enforceability of a settlement agreement will be decided within the scope of whether the elements of a valid contract are present.

82. Ronald Sayles and Defendant entered into a legally binding settlement agreement on July 21, 2014, with Defendant receiving a release of all claims, known or unknown, from date of settlement back, in exchange for, *inter alia*, a cash payout of \$2,000.00. **See Exhibit K.**

83. A client executed release was provided to Defendant. To date, Defendant has not objected to the form or substance of the release. Defendant has failed in their obligation to render payment of the monies due and owing under the settlement agreement and has thus breached the settlement agreement.

84. Plaintiff has been damaged and is entitled to relief.

COUNT VII
BREACH OF CONTRACT

*As to Plaintiffs Dwayne Pugh, Sergio Mercado, Shawn Lenahan,
Martha Morse, Alejandro Montoya*

85. Plaintiffs repeat the allegations contained in paragraphs 1 through 73 and incorporates them as if set forth at length herein.

86. A settlement agreement is in essence a contract, and the validity and enforceability of a settlement agreement will be decided within the scope of whether the elements of a valid contract are present.

1 87. Dwayne Pugh, Sergio Mercado, Shawn Lenahan, and Martha Morse entered into legally
2 binding settlement agreements with Defendant on July 23, 2014 in a telephonic settlement
3 conference between Healey and DPF, with Defendant receiving a release of all claims, known or
4 unknown, from date of settlement back with respect to each individual, in exchange for, *inter*
5 *alia*, cash payouts of \$2,250.00. These settlements were confirmed in an email sent by DPF to
6 Healy on July 24, 2014. **See Exhibit Q.**

8 88. Alejandro Montoya entered into a legally binding settlement agreement with Defendant
9 on July 23, 2014 in a telephonic settlement conference between Healey and DPF, with Defendant
10 receiving a release of all claims, known or unknown, from date of settlement back, in exchange
11 for, *inter alia*, a cash payout of \$1,100.00. These settlements were confirmed in an email sent by
12 DPF to Healy on July 24, 2014. **See Exhibit Q.**

14 89. Client executed releases for each individual were provided to Defendant. To date,
15 Defendant has not objected to the form or substance of the releases. Defendant has failed in their
16 obligation to render payment of the monies due and owing under the settlement agreements and
17 has thus breached the settlement agreements.

19 90. Plaintiffs have been damaged and are entitled to relief.

20 **DAMAGES**

21 WHEREFORE, Plaintiff, Thomas Roman, requests that this Court enter judgment against
22 the Defendant, and on behalf of Plaintiff Thomas Roman for the following:

24 A. That an order be entered declaring the Defendant actions, as described above, in
25 violation of the FDCPA;

26 B. That judgment be entered against the Defendant for actual damages, pursuant to
27 15 U.S.C. § 1692k(a)(1);
28

1 C. That judgment be entered against the Defendant for statutory damages, pursuant
2 to 15 U.S.C. § 1692k(a)(2)(A) and (B);

3 D. That the Court award costs and reasonable attorneys' fees, pursuant to 15 U.S.C.
4 § 1692k(a)(3) and;

5 E. That the Court grant such other and further relief as may be just and proper.
6

7 WHEREFORE, Plaintiffs, Ashley & Thomas Roman, Caanan Himes, Chasity Muse-
8 Palumbo, Dwayne Pugh, Sergio Mercado, Shawn Lenahan, Alejandro Montoya, Lavern
9 Robinson, Jason Wallace, Jamiel Frazier & Martha Morse requests that this Court enter
10 judgment against the Defendant, and on behalf of Plaintiff Thomas Roman for the following:
11

12 A. That an order be entered declaring the Defendant actions, as described in Counts
13 II through VII, as (11) separate and distinct breaches of the above detailed
14 individual settlement agreements;
15

16 B. That judgment be entered against the Defendant for actual damages in an amount
17 pursuant to each individual breach of contract cause of action as follows:

18 a. Thomas & Ashley Roman in the amount of \$4,000.00.

19 b. Chasity Muse-Palumbo in the amount of \$3,000.00.

20 c. Caanan Himes in the amount of \$3,000.00.

21 d. Jamiel Frazier in the amount of \$2,500.00.

22 e. Jason Wallace in the amount of \$1,500.00.

23 f. Ronald Sayles in the amount of \$2,000.00.

24 g. Alejandro Montoya in the amount of \$1,100.00.

25 h. Lavern Robinson in the amount of \$2,250.00.

26 i. Dwayne Pugh in the amount of \$2,250.00.
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1 j. Sergio Mercado in the amount of \$2,250.00.

2 k. Shawn Lenahan in the amount of \$2,250.00.

3 l. Martha Morse in the amount of \$2,250.00.

4 C. That the Court award costs and reasonable attorneys' fees;

5 D. That the Court grant such other and further relief as may be just and proper.
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28 *[Remainder of page intentionally left blank; signature page to follow.]*

1 Dated this January day of 28, 2014

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3
4 Respectfully Submitted,

5 /S/
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10 On Behalf of:
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14 ATTORNEY FOR PLAINTIFFS
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